Abbot.

Unit of Educational and Medical Work

April 3, 1946

2.00

Mrs. Elvira T. Maurstad

Haines House
Haines, Alaska

Rents and Sales

Rent on Mrs. Abbot's lot - Native Village.

Educational and Medical Work

October 18, 1945

4.00

Mrs. Elvira T. Maurstad

Haines House
Haines, Alaska

Rents and Sales

Rental 2 lots at Haines
Lot 4 - Blk. 2 Mrs. John
Lot 7 - " " Abbot

$1 per year each for 2 years - $4

Brown

Copies for Miss Gladfelter and Mr. Tribus

FEB 19 1948

January 29, 1948

Mr. H. L. Faulkner
Juneau, Alaska

My dear Mr. Faulkner:

I am enclosing some correspondence, that is, copies of letters, that will show the steps which have been taken about the Nigh lease, and which, I hope, will enable you to advise me what to do next.

I am also enclosing copies of letters written about a lease held by Mrs. J. W. Brown of Juneau. According to our records, no rent has been paid beyond October 1939, but following a suggestion which I found on a memorandum in our files, I wrote to her last May giving her an opportunity to remove her building. I sent the letter in care of the Soboleggs, and whnt I came to Juneau later in May, I found that because of Mr. Soboleff's absence, it had not been delivered, so I took it to Mrs. Brown's home and taldked with her about it. (We had preciously had a conversation about the property when she visited Haines earlier in the spring, too.) When I saw her in Juneau, she said she was turning the matter over to Mrs. Eddie Warren of Klukwan to handle. Mrs. Warren has the lease for one of our lots right next to the one formerly leased by Mrs. Brown. You will see the letter that I wrote to Mrs. Warren in early June. I also made a trip to Klukwan to see her in July, and talked with her son when he came to Haines House. I asked that they make some definite plan in writing so I would know what to expect, but they did not. I do know that Mrs. Warren made some move to do something later in the fall since I heard it indirectly from Mrs. Johnson, the teacher at Klukwan, but nothing was accomplished and so when we had an offer which included $75.00 in cash, a certain part of the lumber, and the promise of complete removal, we took it. Since the person with whom we are dealing is Mr. McGehee, I am not at all sure that the bargain will be completed, but it is at least a started, and we have been able to collect part of the cash in equipment and supplies. I shall appreciate your advice, if I should make some other settlement in the matter. I like to be just, and do not like to stir up unnecessary ill will for the Mission in the community.

Very sincerely yours,

Isabel Miller

Copies for Miss Gladfelter and Mr. Tribus

Faulkner, Banfield and Boochever
P. O. Box 1121
Juneau, Alaska

DEPT. OF EDUCATIONAL AND RESEARCH
FEB 19 1948

February 7, 1948

Miss Isabel Miller
Haines House
Haines, Alaska

My dear Miss Miller:

Reference is made to your letter of January 29, 1948, in which you requested advice in regard to the Nigh lease, and in regard to Mrs. Brown's home. As Mr. Faulkner is leaving town today and was tied up with a number of other matters, he asked me to speak to Mrs. Brown when she came to the office yesterday afternoon.

After a conversation with Mrs. Brown during the course of which I explained that she had no further rights in the home in that she did not remove the building from the property of the Board of National Missions during the time allowed, Mrs. Brown stated that she would like to have the furniture turned over to some friend of hers in Haines. At my suggestion she stated that she would be eilling to sign a complete release for the property including the furniture is paid a sum of $25.00. This would in my opinion be a satisfacotry arrangement, and I have discussed the matter with Mr. Faulkner who is of the same opinion. In this connection it is clear that the Mission is under no legal liability to Mrs. Brown whatsoever, but since she did erect the house on the property with the consent of the Mission, it would appear to be a fair solution to give her $25.00 to completely pay her for her improvements. If this is satisfactory with you and you desire to forward a check to Mrs. J. W. Brown in that amount, we shall prepare a release for her to sign.

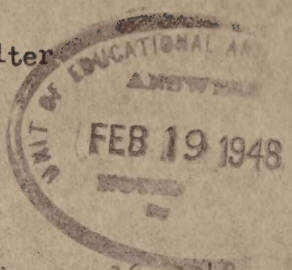
In regard to the Nigh property, the law as in the case of Mrs. Brown's home is clear. When a person leases land from another and erects a home upon it with the consent of the landlord, the tenant has the privilege to remove the improvement at the expiration of the lease, but he must exercise this option to remove prior to the expiration of the lease, or if this is impossible then within a reasonable time. Not doing so it is presumed that he has abandoned the building. With particular reference to the Nigh lease, as her lease expired early in October 1947 and as you gave her formal notice to remove the building within 10 days of November 1, 1947, her failure so to act constitutes an abandonment of the property and you therefore may dispose of it as you see fit. However, if you can make a successful arrangement in regard to this building it might be advisable in order to continue on good terms with all the parties concerned to give Mrs. Nigh some small part of the proceeds in return for a release signed by her. Legally no such action is necessary.

I trust that this will satisfactorily answer your inquiry in regard to this matter.

Very truly yours,

Signed R. Boochever

Copy for Miss Gladfelter



February 16, 1948

Mr. Lucien Tribus
156 Fifth Avenue
New York 10, N. Y.

My dear Mr. Tribus:

Enclosed are copies of several letters regarding our land. I would be glad for your opinion on the February 7th one from Mr. Faulkner's office right away. I feel that it is wise to act according to his suggestion regarding the Brown property, especially since we are getting $75.00 in cash and lumber worth more than that with no cost to us, but I felt I should check with you and Miss Gladfelter first, since we are in a way setting a precedent, which, however, may be a good one to set, since it will enable us to clear those buildings off our land with some profit to us, and still not cause too much ill will on the part of those leasing the land.

Very sincerely yours,

Isabel Miller

Mr. Tribus
Miss Gladfelter

February 26, 1948

We approve the suggestion regarding the Brown property in Haines made by Mr. Boockever of Mr. Faulkner's office and forwarded to us by Miss Miller on February 19.

Katharine E. Gladfelter

KEG:ebm

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York 10, N.Y.

March 8, 1948

VIA AIRMAIL

Mr. Cyrus E. Peck
Klukwan
Alaska

Dear Cy:

The Moderator, his wife, and I arrived back in Seattle according to schedule after a very fine trip into the Interior of Alaska. It was one of the greatest travel experiences which I have ever had, and certainly was made possible only through faith and prayer.

Thank you for sending me the letter about the house of Mrs. Jennie Warren on the Board's property in Haines. I have investigated this with our Education and Medical Office, and find that the correspohdence shows that Miss Miller wrote a letter to Mrs. Warren in June 1947 advising her of the necessity of removing the building from our property. Having heard nothing from Mrs. Warren, Miss Miller went up to Klukwan during July to talk to her about it. Later, again, Miss Miller talked to her son about it when he came down to Haines. Miss Miller consulted Mr. Faulkner's office in Juneau and was advised that the Board had every right to remove the building from our property. It looks to me as though Miss Miller has done everything in her power to be fair with Mrs. Warren and give her ample time to remove the building.

Recently, Miss Miller had a cash offer for the lumber in the building and removal of it which she accepted since it was the Board's desire to have the property clear and Mrs. Warren had not indicated any plan for the removal of the building. None of us desire to be unfair to Mrs. Warren, and if she would go to talk with Miss Miller about it, I am sure, that some adjustment would be made with her for whatever cash Miss Miller has received from the building.

I am grateful to you for the honorary membership in the Raven Clan and the pin which you gave me. It is a pleasure to remember that Dan Katzeek made the pin. I shall write him a note of thanks.

Hope your work is going well. Kindest regards to all of your family and your people.

Cordially yours,

JEJ:FK
CC: Miss Gladfelter & Mr. Fox

J. Earl Jackman, Secretary
Unit of Work in Alaska

March 10, 1948

My dear Miss Miller:

I am enclosing a copy of a letter which Dr. Jackman has written Mr. Peck in reply to a protest from him about the removal of Mrs. Warren's house from the lot on which her lease had expired. We all feel that it would be well to follow the same procedure with Mrs. Warren as with Mrs. Brown, namely to pay her $25.00 and to have her sign a release.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEG:lhc
Enc.
Dictated by Miss Gladfelter
but signed in her absence.

Brown

Dr. Jackman
Miss Gladfelter

April 9, 1948

Evidently we in this office as well as Mr. Peck were confused about the house on the Haines House property Mrs. Werren was concerned about. Evidently it was not her own house but Mrs. Brown's, as you will see from the following excerpt from a recent letter from Miss Miller.

> "When I notified Mrs. Warren last May about the expiration of her own lease, she was able to present a receipt, given by Mr. Knudsen but not recorded in our office, showing that she is paid through December 31, 1949, so there is at present no question about her lease. But Mrs. Brown, when approached about her expired lease in late May, said she was giving the building to Mrs. Warren who would see to its removal. It was concerning that house which I consulted Mrs. Warren several times and after five months finally sold, and for which we now have the release signed by Mrs. Brown. I explained this to Mrs. Peck earlier, but I guess Mr. Peck did not understand how it was."

You may not want to follow this up now but I thought you should have Miss Miller's explanation.

KEG:ebm

Katharine E. Gladfelter

Dr. Jackman
Miss Gladfelter

April 9, 1948

Evidently we in this office as well as Mr. Peck were confused about the house on the Haines House property Mrs. Warren was concerned about. Evidently it was not her own house but Mrs. Brown's, as you will see from the following excerpt from a recent letter from Miss Miller.

> "When I notified Mrs. Warren last May about the expiration of her own lease, she was able to present a receipt, given by Mr. Knudsen but not recorded in our office, showing that she is paid through December 31, 1949, so there is at present no question about her lease. But Mrs. Brown, when approached about her expired lease in late May, said she was giving the building to Mrs. Warren who would see to its removal. It was concerning that house which I consulted Mrs. Warren several times and after five months finally sold, and for which we now have the release signed by Mrs. Brown. I explained this to Mrs. Peck earlier, but I guess Mr. Peck did not understand how it was."

You may not want to follow this up now but I thought you should have Miss Miller's explanation.

KEG:ebm

Katharine E. Gladfelter

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM

RE: Mrs. Brown's Lease - Haines

DATE June 30, 1948

From Miss Isabel Miller's letter of March 15, 1948 to Miss Gladfelter:

"When I notified Mrs. Warren last May about the expiration of her own lease, she was able to present a receipt, given by Mr. Knudsen but not recorded in our office, showing that she is paid through December 31st, 1949, so there is at present no question about her lease. But Mrs. Brown, when approached about her expired lease late in May, said she was giving the building to Mrs. Warren who would see to its removal. It was concerning that house which I consulted Mrs. Warren several times and after five months finally sold, and for which we now have the release signed by Mrs. Brown. I explained this to Mrs. Peck earlier, but I guess Mr. Peck did not understand how it was."

Notch Mount

Copy for Miss Voss

Herbert L. Faulkner Norman C. Banfield

COPY

FAULKNER AND BANFIELD
Attorneys at Law

Juneau, Alaska

June 28, 1947

Lucien H. Tribus, Asst. General Counsel
Board of National Missions of
the Presbyterian Church in
The United States of America
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

On June 6th you wrote us about unpaid rental on the lease with the Government covering the 22 acre tract at Haines. You had a lease which called for a rental of $75.00 per quarter and you said in your letter this rental had been paid only to April 1st, 1946. Since the Government did not seize the land until August 2, 1946, it would seem that if they used it they should have paid the rental for the months of April, May, June and July.

Mr. Nock, who has charge of these land matters for the Government is here now and I discussed this matter with him and he is returning to Anchorage today. He said he would look into the matter, but if the rental had not been paid, as it apparently had not, he would make out a voucher to send me to be transmitted to you.

You speak in your letter of collecting the rent from April 1, 1946 to March 31, 1947, but I think we would be limited to the period from the date of the payment of the last rent until August 2, 1946 when the Government took over the land.

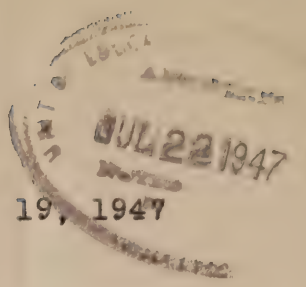
Yours very sincerely,

H. L. Faulkner

HLF:L

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive



July 19, 1947

Miss Katharine E. Gladfelter,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Gladfelter:

I am continually conscious of the Native Lease problem and will continue to make an effort to clear up this matter, but things move very slowly. I do, however, have some information on one of the leases which I wish to pass on to you and to Mr. Tribus.

In early June, Mr. and Mrs. David Hotch (Mrs. Sparks' brother) came in very much perturbed about the letter they had just received which I had sent them in early May. They said that they had bought the house owned by Mrs. Willis on Lot 6 some years ago, and in Nov. 1943, Mrs. Hotch had given Mr. Knudsen $5.00 to pay their lease for the next five years, but he was not in the office at the time and said he would give her the receipt later, but though she came again she did not get the receipt. She supposed there was a record in our books so did not worry too much though she knew she did not have a receipt. I wrote immediately to Mr. Knudsen on June 9th and reminded him again on July 11th, and I now have a letter from him dated July 14th in which he enclosed a receipt reading to Nov. 1948, and a statement that he remembered the incident of her paying the $5.00 but thought that he had given her a receipt. I have now sent the receipt to the Hotches.

The Hotches are very eager to keep there place here, and would like an option to buy if that tract is sold. They have lights and water in the house and a washing machine. While their home is in Klukwan, they have need of a place in Haines since there are no hotels here which welcome natives, and it is often necessary for Klukwan people to spend the night and get meals here in Haines, especially when they are waiting for a boat. They do keep their place locked when they are not here and as far as I know do not let their place be used for improper purposes.

I have had some words with McGehee about his old shed which he does not want to vacate even though the city has condemned it. I feel that the Hotches have a much better case than he does.

I question the wholesale elimination of native leases from our property just to make it look tidy and to save us work, but I hope the Alaska Committee can take time to look into the matter and help us to decide what is fair and to set up some standards for the leases if they are to continue. Mr. Hotch says his uncle was the interpreter when the patent was granted and he is sure there is some record of

of the Mission's obligations to the Native Settlement. In view of all the Native Claims question which seems to be so prominent just now, I hope that Mr. Tribus is sure of just where we stand, especially if I am expected to evict families from our property. I do not believe Mr. Faulkner has all the records necessary, and with all his big business clients, I am not sure that he is enough concerned that the Natives get a fair deal as well as the Mission. I shall, however, ask him to put the pressure on McGehee if my efforts fail.

Very sincerely yours,

Isabel Miller

Isabel Miller

Copy for Mr. Tribus

Airmail July 25, 1947

My dear Miss Miller:

We have your letter of July 19 relative to the native leases and are noting that Mr. Knudsen has supplied a receipt substantiating Mr. Hotch's claim that he has a lease on Lot 6 to November, 1948.

Remembering the talk in the Town Council about the sale of the mission property on Main Street for business purposes, I do not think we would want to give Mr. Hotch an option to buy, should the tract be sold, so that he could keep his house there. Also an option might seem to prejudice the case in favor of a sale when the whole question is yet to be studied in the light of future program, etc. We would certainly do our best to be fair to the holder of a lease, as I promised Mr. Nelson when I was in Haines, (you will remember our talk that first morning) but would not want to find ourselves by an option just now.

All records relative to the Native settlement were, as I recall, checked pretty thoroughly before we took the initial steps to clear up the bad situation which had developed. However, we shall hold your letter for Miss Goddard to see when she returns and ask her to check again relative to restrictions, obligations, etc.

Very sincerely yours,

Katharine E. Gladfelter
Assistant Secretary, Unit of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEG:cer

EXTRA COPY

Airmail July 25, 1947

My dear Miss Miller:

We have your letter of July 19 relative to the native leases and are noting that Mr. Knudsen has supplied a receipt substantiating Mr. Hotch's claim that he has a lease on Lot 6 to November, 1948.

Remembering the talk in the Town Council about the sale of the mission property on Main Street for business purposes, I do not think we would want to give Mr. Hotch an option to buy, should the tract be sold, so that he could keep his house there. Also an option might seem to prejudice the case in favor of a sale when the whole question is yet to be studied in the light of future program, etc. We would certainly do our best to be fair to the holder of a lease, as I promised Mr. Nelson when I was in Haines, (you will remember our talk that first morning) but would not want to bind ourselves by an option just now.

All records relative to the Native settlement were, as I recall, checked pretty thoroughly before we took the initial steps to clear up the bad situation which had developed. However, we shall hold your letter for Miss Goddard to see when she returns and ask her to check again relative to restrictions, obligations, etc.

Very sincerely yours,

Katharine E. Gladfelter
Assistant Secretary, Unit of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEG:cer

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Glaufelter
FROM L. H. Tribus
RE:

JUL 29 1947

DATE July 28, 1947

I have received a copy of a letter dated July 19, 1947 addressed to you by Isabel Miller pertaining to the native leasing situation at Haines, Alaska. I will be glad to discuss this matter with you when I return from my vacation. I do not believe it is anything that requires immediate action.

L. H. T

LHT/AWM

L. H. Tribus

Haines House

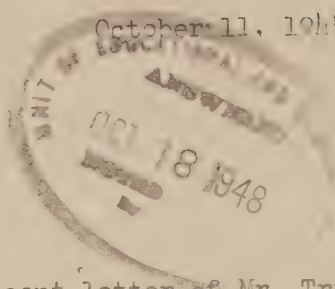
Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

October 11, 1948



Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

The recent letter of Mr. Tribus announcing his indefinite postponement of his visit until spring leaves me, as you know, in a very embarrassing position again for I know that if the town or individuals hire Mr. Toner to survey the proposed extension of Third Avenue, planning for the fills, etc. clear through to the Port Chilcoot line when he is here this week, there are going to be immediate questions concerning that extension, as well as renewed requests for sale of land, and I frankly have not the face nor the faith to stall them again for another six months.

An even more specific question on which I promised definite action when Mr. Tribus came, is the Hotch lease. Mrs. Hotch came in late August very eager to renew, but I told her since the lease ran until November it could and must wait until Mr. Tribus could discuss it with them. I am not willing to act as the Board's representative in refusing them either a renewal or a chance to buy since I am convinced that besides not being fair to this family who do make use of their building, it would stir up far reaching trouble with the whole Native group. A short time lease, with option to buy would be my recommendation for now. If he was allowed to buy at a reasonable rate if that section was opened for sale, he would then be subject to City regulations and would probably be induced to sell later to a business concern, who would in turn have to abide by whatever building code is agreed upon when we open our land for sale, if we ever do.

I suppose there is no possibility of anyone else from the legal office or from our Unit coming up here at a definite date in the near future, is there?

Very sincerely yours,

Isabel Miller

November 4, 1948

My dear Miss Miller:

I expect to see Mr. Mowry in Santa Fe next week and will then take up with him the question of his time schedule for the trip to Alaska which we hope to have him make this winter.

In the meantime, this is to comment on the question in your letter of October 11th relative to the Hotch lease. We are perfectly willing to renew this for six months or a year but would hesitate to include an option to buy until the Board has reached some decision relative to our entire property holdings in Haines. If you think an extension of the lease would help relieve embarrassment, we are perfectly willing to have you extend the present one for six months or, if you think a longer term advisable, for twelve months.

Please let us know what arrangement you work out.

Very sincerely yours,

Katharine E. Gladfelter,
Secretary, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

KEG:ah

November 13, 1948

Mr. David Eaton
Wainwright, Alaska

As soon as I heard early in October that Mr. Tribus, the man in charge of real estate for our Navy, would have to postpone his Alaska trip until spring, I wrote to him [illegible] about your lease which was to expire this month.

She has been out of her office, I think, so I received her answer only yesterday. In view of Mr. Tribus' visit next spring, we would like to extend the lease only for six months now, with the idea that something more definite will be done at that time. I am sorry not to be able to give you a more satisfactory answer now, but [illegible] I will send [illegible] for it, thus protecting your rights from November 1st, 1948 to May 1, 1949, and I again promise to contact you when Mr. Tribus comes, which I hope will be before May 1st.

Very sincerely yours,

Isabel Miller

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

December 9, 1948

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

I am enclosing a copy of the letter which I sent Mr. Hotch about his lease as soon as I received your letter of November 4th.

Our long stretch of bad weather has made travel even between here and Klukwan difficult and only yesterday was Mr. Hotch able to get in to see me about the lease. He paid the fifty cents as suggested, and I dated the receipt as of November 1st, the date of his expiration, making it thus expire again May 1, 1949.

Very sincerely yours,

Isabel Miller

Isabel Miller

Department of
RECEIVED
DEC 20 1948
Educational and Medical Work

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM J. M. Steinmuller
RE: Haines, Alaska

DATE March 11, 1949

Attached is the new form of lease to be used at Haines. Please examine same and let me know if it meets with your approval.

awm

J. M. Steinmuller

Mr. Steinmuller
Miss Gladfelter

March 16, 1949

To reply to your memo of March 11th, Miss Goddard and I have both checked the new form of lease to be used at Haines and think it satisfactory.

Since you did not ask to have the copy you sent us returned to you, we are assuming that it may be retained for our files.

Katharine E. Gladfelter

KEG:ah

N A T I V E ' S L E A S E

THIS INDENTURE, made the day of 1949, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and DAVID HOTCH, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lot No. 7 in Block 2, as shown on map entitled "Map showing location of Improvements in U. S. Survey No. 735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being a lot of land fronting 40 feet on the southerly side of Main Street and being 140 feet in depth.

TO HAVE AND TO HOLD said lot, piece or parcel of land unto the said Tenant from the first day of May, 1949 to and including the thirtieth day of April, 1950, and in consideration whereof -

The Tenant does hereby covenant and agree to and with the said Landlord, as follows:

(1) That he the said Tenant, at his sole cost and expense, shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises, and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will he erect or construct any additions to the existing buildings or structures, without prior written consent of the Landlord;

(4) That the Tenant shall and will, at his own proper costs and charges, bear, pay and discharge all water rents, road taxes

and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise;

(5) The Tenant shall not, nor will he at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereaftor erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will he at any time during the term hereof permit nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination, to enter upon said premises for the sole purpose of removing, within said thirty days and at his own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises shall revert to, and become and be the property of, the Landlord as liquidated damages for breach of this lease.

IN WITNESS WHEREOF the said parties have hereunto set their hands

and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

_____

_____

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By_____

Landlord

_____

Tenant

N A T I V E ' S L E A S E

THIS INDENTURE, made the 14th day of April, 1949, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation, duly authorized to conduct and carry on its work in the Territory of Alaska, Landlord, and DAVID HOTCH, of the Town of Haines, Territory of Alaska, Tenant, WITNESSETH:

The Landlord, in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, and more particularly in consideration of the covenants hereinafter reserved and contained, has granted, demised and farm-let, and by these presents does grant, demise and farm-let unto the said Tenant the following described property:

> ALL that plot or parcel of land, situate, lying and being in the Town of Haines, Territory of Alaska, known as Lot No. 7 in Block 2, as shown on map entitled "Map showing location of Improvements in U. S. Survey No. 735, Presbyterian Mission Reserve" by W. Muncaster, dated March, 1948, being a lot of land fronting 40 feet on the southerly side of Main Street and being 140 feet in depth.

TO HAVE AND TO HOLD said lot, piece or parcel of land unto the said Tenant from the first day of May, 1949 to and including the thirtieth day of April, 1950, and in consideration whereof -

The Tenant does hereby covenant and agree to and with the said Landlord, as follows:

(1) That he the said Tenant, at his sole cost and expense, shall and will during the period of this lease keep in good repair and maintain or cause to be maintained or repaired on the said premises hereby leased, the house or houses, building and/or structures now or hereafter erected on said premises, and any additions thereto;

(2) That the Tenant shall and will keep the entire premises clean and in a sanitary condition, subject to inspection at least once each month or oftener by an authorized agent of the Landlord, the frequency of such inspection to be within the discretion of said agent;

(3) That the Tenant will not erect or construct any additions to the buildings or structures now upon said premises, nor will he erect or construct any additional buildings or structures, without prior written consent of the Landlord;

(4) That the Tenant shall and will, at his own proper costs and charges, bear, pay and discharge all water rents, road taxes

and all street or sidewalk and such duties, taxes, assessments and payments that shall during the term hereby granted be imposed or grow due or payable out of or for said demised premises by virtue of any present or future law of the United States of America, the Territory of Alaska, the Commissioner's Precinct, the Town of Haines or otherwise;

(5) The Tenant shall not, nor will he at any time hereafter during the term hereby granted, lease, let or demise either all or any part of said premises, nor assign, transfer, nor make over the same, nor any of his term, time or right therein, to any person or persons whomsoever, nor take into any house now standing upon said premises, or to be hereafter erected thereon, any person, or at all, nor upon said premises during said term, nor permit or allow to be taken into such house or upon said premises, a family other than his own immediate household, without the written consent of the Landlord given by or through its agent, the Missionary in charge of said Haines Mission, or other authorized representative of said Board for that purpose first had and obtained; anything herein contained to the contrary notwithstanding; and

(6) The Tenant shall not nor will he at any time during the term hereof permit nor allow any gambling devices to be placed upon said premises hereby leased, or permit or allow gambling of any kind or character to be carried on thereon or therein, nor will he permit or allow intoxicating liquor or beverages of any kind to be taken upon or into said premises or to be used or to be sold, given away or disposed of, consumed with or without price thereon; nor will he permit or allow the said property or any part thereof to be used for any immoral purposes or for any purpose calculated to bring discredit upon or injury to the work of said Landlord, nor to impair the value of the surrounding property.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the Tenant will surrender and deliver up to the Landlord the possession of said premises without fraud or delay at the termination of this lease, either by expiration of the period hereof or because of a breach of any of the covenants and agreements herein contained, except that the Tenant shall have the right, for thirty days after such termination, to enter upon said premises for the sole purpose of removing, within said thirty days and at his own proper cost and expense, all houses, buildings or structures from the premises hereby leased, and if the same shall not be removed within the said thirty days, the same, together with all articles of personal property contained therein or on the premises shall revert to, and become and be the property of, the Landlord as liquidated damages for breach of this lease.

IN WITNESS WHEREOF the said parties have hereunto set their hands

and seals the day and year in this instrument first above written.

Signed, sealed and delivered
in the presence of

(Seal)

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

John M. Steinmuller
for Landlord

By D. Allan Locke
Treasurer
Landlord

A. J. Wanamaker

David K. Hotch
Tenant

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

Landlord

to

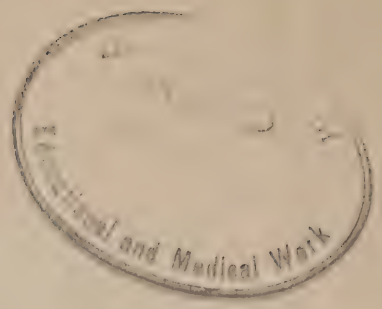
DAVID HOTCH

Tenant

L E A S E

Dated April 14, 1949

LUCIEN H. TRIBUS
COUNSELLOR AT LAW
156 FIFTH AVENUE
NEW YORK 10, N. Y.



MEMORANDUM

To Dept. of Educational and Medical Work
From J. M. Steinmuller
Re Haines, Alaska

April 1, 1949

This will acknowledge receipt of Miss Gladfelter's memo of March 31st and copy of her letter of same date to Miss Miller.

We can see no reason why the possibility of the widening of Main Street should cause delay in the executing of the new lease between the Board and David Hotch. We feel that it is imperative that the natives be reduced to a definite and expressed tenancy relationship with the Board as soon as possible. This is a very important step in clearing up the title situation at Haines, and the execution of new leases now would not further interfere with the possibility of any street widening inasmuch as it is even now necessary that the City either obtain releases from the present occupants of the land or make them parties defendant in a condemnation proceeding in order to cut off any rights which they may possibly have. Thus, if the new lease is executed, it would still be necessary for the City to procure releases from the tenants as well as the Board. Further, since the question of street widening is only a remote possibility, it is not of sufficient importance to hinder or delay the clearing up of the Board's title in this respect. Mr. Tribus concurs.

JMS/awm

J. M. Steinmuller

Mr. Tribus

Katharine E. Gladfelter March 31, 1949

Please note the last paragraph relative to the native leases in the attached copy of a letter to Miss Miller of Haines House. This was in answer to the following question from Miss Miller:

"If there is a possibility that the question of the widening of Main Street will be reopened this spring, should we not hold up the writing of those leases for the Natives for awhile since it would change the descriptions of the property?"

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

KEG:lhc
Attached.

AIR MAIL

Educational and Medical Work

March 24, 1949

Re: Haines, Alaska

Miss Isabel Miller
Haines House
Haines, Alaska

Dear Miss Miller:

I was pleased to receive your letter of March 19th, which advised us that you have returned to Haines and have already plunged into the routine. I trust that you had a very enjoyable trip.

I am enclosing herewith, in duplicate, the new lease between the Board and David Notch. You will note that the Board has already executed both copies. Will you please have Mr. Notch sign the original and return it to us. The copy is for him to keep. The form of the new lease has already been approved by Miss Gladfelter and Miss Goddard. If there are any objections to this lease by Mr. Notch, and if he refuses to sign it in its present form, kindly advise us of the nature of his objections and we will see what changes can be made to appease him. When the new lease is signed by Mr. Notch and returned to us, we shall then prepare a copy for your files, as we feel you should have a true copy on hand should any questions arise in the future.

Should the form of the new lease be satisfactory in the present instance, we shall prepare new leases in the same form for Jennie Warren and Eli Phillips.

I am also enclosing the old leases which you gave us when you were down here last month. They are lease dated November 29, 1918 with Sam Jackson; leases dated May 3, 1916 with Charles James and George Kasko; and lease dated Jan. 19, 1917 with Mrs. James Gibson.

Also enclosed is blue print of Mr. Muncaster's survey made in March 1948. I am also enclosing copy of our letter of today's date to the Haines Common Council, concerning our request for the drainage proposition arising out of the proposed extension of Third Avenue

Sincerely yours,

L. N. Tribus
Legal Counsel

JNT/awm
encs.

cc Miss Gladfelter

P.S. Please sign each copy of the new lease as witness for the tenant.

April 7, 1949

My dear Miss Miller:

Just before Miss Gladfelter started for Puerto Rico she wrote you in reply to your question concerning the leases for the native village property and suggested that in view of the possible widening of Main Street it might be well to hold these leases. At the same time the question was referred to Mr. Tribus and we have now received the following reply from Mr. Steinmuller who answered for him:

"We can see no reason why the possibility of the widening of Main Street should cause delay in the executing of the new lease between the Board and David Hotch. We feel that it is imperative that the natives be reduced to a definite and expressed tenancy relationship with the Board as soon as possible. This is a very important step in clearing up the title situation at Haines, and the execution of new leases now would not further interfere with the possibility of any street widening inasmuch as it is even now necessary that the City either obtain releases from the present occupants of the land or make them parties defendant in a condemnation proceeding in order to cut off any rights which they may possibly have. Thus, if the new lease is executed, it would still be necessary for the City to procure releases from the tenants as well as the Board. Further, since the question of street widening is only a remote possibility, it is not of sufficient importance to hinder or delay the clearing up of the Board's title in this respect. Mr. Tribus concurs."

Very sincerely yours,

Florence M. Goddard
Assistant in the Department
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG:lhc

Dr. Earl J. Jackman
Katharine E. Gladfelter May 12, 1949

You will be interested in the following letter which Miss Miller sent us on April 29:

"Yesterday, Mr. Wannamaker reported to Mr. Fox, that some of the folks up at Klukwan held an indignation meeting about how they were being pushed off of their leases on our land. They made plans to write to their lawyer, Mr. William Paul, Jr. about it.

Mr. Wannamaker spoke pretty strongly to them against such action, so maybe nothing will be done, but I wanted you to be forewarned in case you get a letter from some of them or from Mr. Paul. Mr. Wannamaker tried to shame them for their selfish attitude, to point out how little they were doing with their opportunities up around Klukwan, to stake out claims, etc., and how no one was profitting from this land here even if some of it were sold, except themselves since we were taking care to the Native children chiefly. It is certainly fine to have an ally like that up there, and I am very glad that Mr. Fox, Mr. Mowry and I went up to the Wannamakers to discuss this whole matter recently."

Katharine E. Gladfelter

keg/mi

May 5, 1949
Dict. 5/4/49

My dear Miss Miller:

Your two letters of April 29th and 30th to Miss Gladfelter about the situation at Klukwan and also your suggestions for increasing tuition rates have reached the office in Miss Gladfelter's absence on a short field trip and I am therefore acknowledging them and shall hold them for her to see upon her return.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

fmg/mi

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

Department of
RECD
MAY 3
Educational and Medical Work

April 29, 1949

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

Yesterday, Mr. Wannamaker reported to Mr. Fox, that some of the folks up at Klukwan held an indignation meeting about how they were being pushed off of their leases on our land. They made plans to write to their lawyer, Mr. William Paul, Jr. about it.

Mr. Wannamaker spoke pretty strongly to them against such action, so maybe nothing will be done, but I wanted you to be forewarned in case you get a letter from some of them or from Mr. Paul. Mr. Wannamaker tried to shame them for their selfish attitude, to point out how little they were doing with their opportunities up around Klukwan, to stake out claims, etc., and how no one was profiting from this land here even if some of it were sold, except themselves since we were taking care to the Nativeechildren chiefly. It is certainly fine to have an ally like that up there, and I am very glad that Mr. Fox, Mr. Mowry and I went up to the Wannamakers to discuss this whole matter recently.

Very sincerely yours,

Isabel Miller

Isabel Miller

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM Dr. Jackman
RE:

DATE November 4, 1948

The letter to Andrew Wanamaker concerning the situation at Haines has never been written. We have requested the information from Mr. Steinmuller but it has not been received.

J. Earl Jackman, Secretary
Department of Work in Alaska

JEJ:FK

Dictated by Dr. Jackman
but signed in his absence.

Dr. Jackman
Miss Gladfelter

October 21, 1948

In clearing out my voluminous file on Haines I came across a letter to Miss Miller relative to the letter to Mr. Wanamaker you expected to write this Fall before his arrival in Klukwan, after clearing with her and Mr. Fox on relationships.

Was this put through so that we can mark this closed?

Katharine E. Gladfelter

KEG:ah

Dictated by Miss Gladfelter but signed in her absence.

May 20, 1950.

Box 2539
Juneau
Alaska

Mr. David Hotch
Kluckwan, Alaska.

Dear Mr. Hotch:

Upon returning to Haines this week I found that yo u have made very little preparation to move your house on Main Street, Haines, as we suggested in our conversation in Kluckwan on April 17, 1950.

At that time Miss Miller and I advised you that we were giving you advanced word on the proposed sale of the property facing Main Street. At that time we suggested that the house was across a lot line (Lot # B4 & B 5-corner) and you would have to (1) buy both lots if the house was not to be moved; (2) move the house to the lots you would buy, if a deed were granted; (3) or move the structure from the property to another location.

To date we have not been advised that any bids have been placed on the property. This would indicate to us that you do not intend to buy the site for your house. It would seem reasonable to me to request that if you do not intend to bid for purchase of property to remove the building by one month from today, June 20th, that othe s might feel free to bid on your site.

Let me again assure you that in the event that you do seek to purchase this property you would be given every co sideration. The Boafd of National Missions wants you to feel confident of their interest in your behalf in this matter.

We are happy to see the Board take this progressive step in opening the land for development. The town has asked that it be placed on the real estate market to spur the future of the community.

Again, may I suggest that you place a bid immideately, or consider the moving of the house by June 20, 1950. We believe this fair in that by that time over two months will have elapsed from the time of our visit to Kluckwan.

Very sincerely yours,

R.Rolland Armstrong.
Field Representative

MAY 23 1950

cc.
Miss I.Miller
Miss K.Gladfelter

P.S. If you are interested in selling your building, may I suggest you contact Miss Miller at Haines House. R.A.

Department of Education
RECEIVED
MAY 29 1950

May 26, 1950

Mr. David Hotch
Klukwan, Alaska

My dear Mr. Hotch:

I was glad to get your letter of the 24th and to know that you are working on moving your house, and I hope that you will be able to have it all cleared off by June 20th. the day Mr. Armstrong set for you last week in his letter of May 20th, which I am sure you have by now.

You ask if anyone has bought the land yet. I do not know, but I have heard some mention their plans to make bids.

If it is sold, whoever gets it will probably want to start to work on it right away in order to get something ready by fall, so I hope you can keep working at it and get the land cleared of your building so as not to have to suddenly have to do it some day. The legal notice for the removal of property is ten days, but we felt you should be given more consideration so have allowed you from May 1st to June 20th.

Very sincerely yours,

Isabel Miller

Copies for Miss Gladfelter and Mr. Armstrong

COPY

May 5, 1951

Mr. David Hotch
Klukwan, Alaska

Dear Mr. Hotch:

I received notice day before yesterday that Lot No. 5 of the Haines House property has been sold to the Haines Lumber Company.

I felt we should let you know this in case you want to write to them or see them about the building, formerly occupied by you, since as you know, it stands mostly on that lot. You have, of course, waived legal claim to the building since it has stood there a year since the expiration of your lease, but maybe you can sell it to them for a tool shed or something. Although, according to your lease, the building reverted to us a month after the expiration of your lease last May 1st (1950), and you did not get it moved in the fall as you promised when we gave you an extension of time, we are still glad to have you get anything from the sale of the building that you can. However, the matter is entirely between you and the Haines Lumber Co. now, and aside from sending them a copy of this letter, we shall take no further action.

Very sincerely yours,

Isabel Miller

CC: Haines Lumber Co.
Miss Gladfelter
Mr. Armstrong

May 5

P.S. Miss Gladfelter: Mrs. Sparks, Mr. Hotch's sister, had bitter things to say last night when I asked her for Mr. Hotch's address, since I knew he was away fishing, but I trust nothing much will come of it.

I.M.

MAY 7 1951
Educational and Medical Work

May 5, 1951

Mr. David Hotch
Klukwan, Alaska

Dear Mr. Hotch:

I received notice day before yesterday that Lot No. 5 of the Haines House property has been sold to the Haines Lumber Company.

I felt we should let you know this in case you want to write to them or see them about the building, formerly occupied by you, since as you know, it stands mostly on that lot. You have, of course, waived legal claim to the building since it has stood there a year since the expiration of your lease, but maybe you can sell it to them for a tool shed or something. Although, according to your lease, the building reverted to us a month after the expiration of your lease last May 1st (1950), and you did not get it moved in the fall as you promised when we gave you an extension of time, we are still glad to have you get anything from the sale of the building that you can. However, the matter is intirely between you and the Haines Lumber Co. now, and aside from sending them a copy of this letter, we shall take no further action.

Very sincerely yours,

Isabel Miller

CC: Haines Lumber Co.
Miss Cladfelter ✓
Mr. Armstrong

May 5th—

Miss Radfelter—

P. S. Mrs. Sparks, Mr. Hotch's sister, had bitter things to say last night when I asked her for Mr. Hotch's address, since I knew he was away fishing, but I trust nothing much will come of it.

J. Ill—

Mr. Tribus
Miss Gladfelter

May 7, 1951

I am attaching a copy of a letter just received from Miss Miller relative to Mr. Hotch's house which is involved in the sale of the corner lot in Haines to the Haines Lumber Company.

Miss Miller told me when I was in Haines recently that the house had been emptied but not removed as Mr. Hotch promised.

Katharine E. Gladfelter

KEG:mhc
Encl.

Nigh, W. E.

COPY OF LETTER WHICH WE ARE NOT SURE MR. BANFIELD SENT TO YOU -

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

ANSWERED
DEC 1 1947

November 12, 1947

Mr. William L. Paul,
Attorney at Law,
Juneau, Alaska.

Dear Mr. Paul:

Isabel Miller of Haines House has asked me to reply to your letter of November 4, 1947, with respect to the house owned by Mrs. William Nigh.

You claim her former husband had an oral agreement to purchase the property. You say that was ten years or more ago. This agreement is void for three reasons under Sec. 4315 C. L. A. 1933, namely:

1. Since it was for the sale of real estate it would have to be in writing.

2. Since it was not to be performed within a year it would have to be in writing.

3. Since the minister was only an agent of the owner it would have to be in writing and his authority would have to be in writing and signed by the agent.

Moreover, this minister had no such authority, either verbal or in writing.

The occupants of the house have had a lease which never mentioned any option to buy and as you know you cannot attack your landlords title.

For the above reasons I am instructing the Board of National Missions to proceed to take possession of the house and do with it as they please unless you have it removed within a reasonable length of time.

Yours very truly,
N. C. Banfield
Attorney for Board of National
Missions of the Presbyterian
Church in the U.S. A.

Haines House

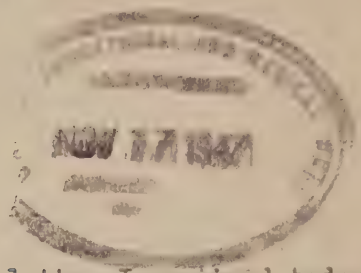
Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

November 10, 1947



Miss Katharine E. Gladfelter;
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Gladfelter:

Enclosed you will see a copy of the letter I received today from the lawyer of Mrs. Wm. Nigh in response to the letter about her lease, a copy of which I sent you on November 1st. Mr. Paul is the lawyer who represents all Indian interests locally and you will note that he sent a copy to their legal representative in Washington, Mr. James E. Curry, who , I understand, is up in Alaska now for the Alaska Native Brotherhood Convention, and whomI do not dismiss as lightly as Mr. Faulkner seems to do.

I am enclosing a copy of my answer to Mr. Paul, and I shall send copies of these letters to Mr. Tribus and to Mr. Banfield, in Mr. Faulkner's absence. I donot know who the minister was here in 1924, but I questioned him having authority to make legal agreements concerning the land and also if an oral agreement which he made would hold. especially when Mr. Abbott with whom the agreement was made let the time lapse for its fulfilment.

Mr. Abbott died a few years ago, and Mrs. Abbott has since married William Nigh, who came to Haines as a Pentacostal worker; deserted his wife and children to marry Mrs. Abbott. Mr. Nigh is a white man and seems to have his Native wife very much under his thumb. She has the record of being a fine wife and mother while Mr. Abbott lived, but Mr. Nigh has a reputation for tricky business dealings here in Haines, especially when working for Mr. Oslund, and of course the shabby treatment of his first wife has not helped his reputation any. I am bothering you with all these details since it gives you more background for the case and a better understanding of Mr. Paul's letter.

I shall wait until I hear from you or Mr. Tribus before I do any thing further in this case. As for Mr. McGehee, I have met and talked about other matters with him, but no mention of the letter about the building has been made. He told someone that he has most of his stuff out of it. My guess is that he will the leave us the bother of clearing away the unsightly mess. I shall try to get a declaration of intention soon!

Very sincerely yours,

Isabel Miller

Isabel Miller

Copy to Mr. Tribus

November 1, 1947

Mr. William L. Paul, Sr.,
Juneau, Alaska

My dear Mr. Paul:

I am sending copies of your letter to our office in Fairbanks and to Mr. Faulkner's office in Juneau with the request that they answer certain points in it which do not fall within my authority to answer.

Mr. Lucien Hanna, our legal attorney, will have a record of any legal agreements made in the past concerning our land and will write to you about them. It is through his request that I have taken these steps to clear the property.

I do wish to clear up one point in your letter. Soon after the flight came to Haines last June, they came to Haines House to see the nurse to draw a tank for us. Miss Wright. I was introduced to them, and, not knowing the object of their visit, supposed it was in answer to my letter of May 28th. I expressed pleasure in having them come for that purpose, but they said they had not received the letter, and, of course, I did not detain them when I heard about the storm, but I did request right then that they come to see me in my office as soon as they could. Mrs. Wright in her pain may not have understood me, but I am sure that her husband did. They explained that they could go to the Commissary, but did not try to see me, as others tenants made it a point to do.

I trust that your other questions will be satisfactorily answered by the others mentioned above.

Very truly yours,

Ernest Miller

COPY

WILLIAM L. PAUL, JR.
Attorney-at-law

Juneau, Alaska

November 4, 1947

HAINES HOUSE
Board of National Missions of the Presbyterian Church
Haines, Alaska

Attn: Isabel Miller

My dear Mrs. Miller:

Mrs. William Nigh has handed me your letter to her of November 1, requesting her to vacate Lot 7 Block II of the Mission property at Haines. This will, of course, greatly in convenience Mrs. Nigh, who has just had a gall bladder operation at very considerable expense and while her husband is working at Juneau, he is also paying several hospital bills and I expect that both of them will have to stay at Juneau as they have the past two years in order to secure employment, since there is none at Haines. They should, therefore, avoid any additional expense of a special trip to Haines to discuss this matter with you.

You will recall that they were both in Haines this Summer for the fishing season and that you saw them there several times without mentioning this matter.

The important point I have to make, however, is that there exists the oral agreement between John Allen Abbott of 1924, which has been fully executed on my clients part. Abbott was Mrs. Nigh's first husband and is several years deceased. In 1924, the Minister-in-charge of the Presbyterian property in your City, entered into an oral agreement by the terms of which if the lessees occupied Lot 7 of Block II for at least ten years, that the Church would deed them the property. The terms of this agreement have been fully executed on my clients part since the amount of the lease has been paid every year and they have occupied the property since 1924, with the exception of the past 2 years.

It will, therefore, be impossible for you to take ownership of the house, which is of the value of $800 and we herewith demand that you deed such property to Mrs. William Nigh in order to execute your part of the agreement. We have no desire to hamper the business district of Haines and if you wish to purchase the house for $800 that is also agreeable to us.

Sincere yours,

Signed William L. Paul, Jr.

WLP:ef

cc- James E. Curry,
Washington, D. C.

November 12, 1947

My dear Miss Miller:

Your letter of November 1 sending copies of your letters to Mrs. Nye and Mr. McGehee about the removal of buildings on the Haines House land, has come just as I am about to leave for two meetings which will keep me away about two weeks. As soon as I return I will consult Mr. Tribus and then write you again.

Very sincerely yours,

Katharine E. Gladfelter
Acting Secretary, Unit of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

KEG:ebm
VIA AIR MAIL

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

NOV 4 1947

November 1, 1947

Miss Katharine E. Gladfelter,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Gladfelter:

I am enclosing copies of two letters which I have just sent regarding leases on our property. When I came through Juneau this week, I consulted Mr. Banfield, in the absence of Mr. Faulkner, and he said the following procedure was necessary to clear our land of buildings on expired leases: (1) A written notice giving the owner ten days to remove his property; (2) if that was not effective, we must bring suit in the local city court.

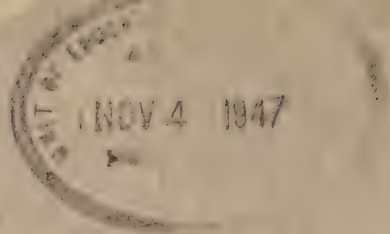
As you see, I have taken the first step in these two cases, but I hate to have to take the second one if that becomes necessary, especially in the caseof McGehee. Just recently the U. S. Marshall had to be called in to force him to vacate another building. I shall, however, prodeed with the suit if you wish me to and it becomes necessary. I am sorry that Mr. Faulkner is to be in the States for four months, since Mr. Banfield has, I think, no great interest in our affairs.

Please let me know if you wish me to bring suit in these cases if it becomes necessary.

Very sincerely yours,

Isabel Miller

Isabel Miller



November 1, 1947

Mrs. Wm. Nye, (formerly Mrs. John Abbott).
General Delivery,
Juneau, Alaska

My dear Mrs. Nye:

According to our records, your lease for Lot 7, Block II on the Haines House property expired early in October 1947. As I told you in my letter of May 10th, which you said this summer you did not receive, but which has not been returned to us, our office in New York has asked us not to renew the leases in Block II since there is a possibility that that section of our property may be sold for business purposes. This, therefore, is a formal notice for you to take steps to remove your building from our land within the next ten days. I have consulted our lawyer in Juneau, and was advised that this is the legal procedure which should be followed. In case you do not remove your building, it will revert to the owner of the land.

I am sending a copy of this letter to our office in New York so that they may know what steps have been taken, and so that they may file suit against you if that becomes necessary, which I sincerely hope will not be needed.

I am having this letter registered to insure its safe and prompt delivery to you. I am sorry that you were not able to come in to talk over this matter when you were in Haines for the summer, and thus save yourself the expense of a trip up here to dispose of your building.

Very sincerely yours,

Isabel Miller

Mrs. Nye & her husband fished & worked at the local Canning this summer. Mrs. Nye came to our dispensary several times & have a burn dressed but did not come to the office as requested. - I M

NOV 4 1947

October 31, 1947

Mr. James McGehee,
Haines, Alaska

My dear Mr. McGehee:

This is a formal request that you remove from the Haines House property within ten days the building which you purchased from Mrs. Abbott in the fall of 1946. I am sure you will recognize the justice of this request, in that you have had the use of Lot 4, Block II of our property for two years with out paying any rent, and since a number of verbal requests have proceeded this written one.

I am forwarding a copy of this notice to our New York office in order that they may proceed to bring suit if that step becomes necessary, which I sincerely hope it will not.

Very sincerely yours,

Isabel Miller

...CATIONAL AND ...
JAN 22 1948

MEMORANDUM

1-23-48

To: Unit of Educational and Medical Work

From: Mr. J. M. Steinmuller Date January 21, 1948

Re Haines, Alaska

On September 4, 1947 Mr. Tribus referred to me Miss Miller's letter of July 1947 concerning the native lease situation at Haines, Alaska and requested that I clear this matter up in the best manner possible. After I had acquainted myself with the history of the native lease situation and had ascertained the status of each lot in the native settlement according to our files, I conferred with Miss Gladfelter on October 16th, 1947. At that time Miss Gladfelter informed me that she had, in her files, material which would change considerably the picture which I had arrived at through the above process. Miss Gladfelter then stated that she would check her files and send me the latest information effecting the status of the lots in the native settlement. I have made several telephone inquiries and an occasional personal call regarding this information but to date it has failed to reach my hands. Will you kindly advise me whether or not I should wait any longer for this information or carry out this matter with Miss Miller on the basis of the Information I have at hand.

JMS:mmn

John M. Steinmuller

Mr. J. M. Steinmuller
Miss Lillian A. Windham

January 23, 1948

Miss Gladfelter will not be back in the office until the first week in February, but I feel certain that she would not want you to write Miss Miller about the native lease situation until after she has been able to share with you the ~~confirmation~~ information which she promised.

I will call this matter to her attention immediately upon her return to the office.

Assistant Secretary, Unit of
Educational and Medical Work

LAW:gk

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM: DATE

RE:

From a letter from Mr. R. Boochever of the firm of Faulkner, Banfield and Boochever of Juneau, Alaska, to Miss Isabel Miller, dated February 7, 1948

In regard to the Nigh property, the law as in the case of Mrs. Brown's home is clear. When a person leases land from another and erects a home upon it with the consent of the landlord, the tenant has the privilege to remove the improvement at the expiration of the lease, but he must exercise this option to remove prior to the expiration of the lease, or if this is impossible then within a reasonable time. Not doing so it is presumed that he has abandoned the building. With particular reference to the Nigh lease, as her lease expired early in October 1947 and as you gave her formal notice to remove the building within 10 days of November 1, 1947, her failure to so act constitutes an abandonment of the property and you therefore may dispose of it as you see fit. However, if you can make a successful arrangement in regard to this building it might be advisable in order to continue on good terms with all parties concerned to give Mrs. Nigh some small part of the proceeds in return for a release signed by her. Legally no such action is necessary.

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

MAR 22 1948

March 15, 1948

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

This is in answer to your letter of March 10th concerning the Warren and Brown leases, and Mr. Peck's letter, which has caused some confusion, I fear.

Copied for Warren Covers

When I notified Mrs. Warren last May about the expiration of herown lease, she was able to present a receipt, given by Mr. Knudsen but not redorded in our office, showing that she is paid through Deceber 31st 1949, so there is at present no question about her lease. But Mrs. Brown, when approached about her expired lease in late May, said she was giving the building to Mrs. Warren who would see to its removal. It was concerning that house which I consulted Mrs. Warren several times and after five months finally sold, and for which we now have the release signed by Mrs. Brown. I explained this to Mrs. Peck earlier, but I guess Mr. Peck did not understand how it was.

I would be glad for further help on what steps you would like taken concerning Mrs. Abbott Nigh's house. I wrote about it on February 16th sending a copy of the letter about it, and the Brown lease, from Mr. Faulkner's office. Perhaps Mr. Tribus is dealing directly through him with Mrs. Nigh as he did in the case of Mrs. Brown's release, and I shall hear about it later from Juneau. I would like to clear up as many of these things as I can before Mr. Tribus' visit.

Very sincerely yours,

Isabel Miller

Isabel Miller

MISS GLADFELTER

Board of National Missions of the Presbyterian Church in the United States of America

156 Fifth Avenue, New York 10, N.Y.

March 19, 1948

Re: Haines, Alaska

Miss Isabel Miller
Haines House
Haines, Alaska

Dear Miss Miller:

I am writing this letter to inform you that we have just received from Faulkner, Banfield and Boochever a release which has been signed by Mrs. J. W. Brown and delivered to Mr. Boochever upon receipt of our check for $25.00. This now leaves only the Nigh matter to be disposed of, as far as native leases are concerned. I do not believe anyone here is in sympathy with the idea of giving the Nighs any financial inducement for a release, since their rights to the property have long since terminated. However, in deciding the financial disposition of the Nigh matter your suggestions as to how this may be best handled deserve the greatest consideration.

I am happy to learn, from your letter of March 9th and a memorandum received from Miss Gladfelter on March 15th, that the map now being prepared by Mr. Muncaster contains essentially all the facts which have a bearing on our property. The map will be completed much sooner than we expected.

For your information, we are experiencing difficulty with the War Assets Administration in relation to getting priority as a bidder for the property we formerly owned. It appears that Mr. Tritus will have to go down to Washington in an attempt to influence the powers that be to give us more favorable consideration.

Sincerely,

JMS:mmn
cc Miss Gladfelter

John M. Steinmuller
Legal Division

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

June 22, 1948

Mr. Lucien H. Tribus
156 Fifth Avenue
New York 10, N. Y.

My dear Mr. Tribus:

I received your letter of explanation concerning the continued postponement of your visit to Alaska, and I was glad to have it to show to Mr. Powell, the mayor, when I made one more apology for the failure of our Unit to keep its promises of sending someone here who could really talk business with them.

Aside from the loss of prestige to our Unit, the illwill caused the church in the community, and the personal embarrassment of Mr. Fox and me, which our negligent policies of absentee ownership cause with the business men, I wish there were some way of helping you to realize the really serious difficulties which have arisen as a result of my efforts to carry out your orders to clear our land of Native and other leases. You are aware, of course, that the matter has not stayed here in Haines, but has been given undue importance even as far as Washington, D. C. My feeling is that it will continue to grow until something definite is done here at the source and fair treatment assured those who still hold leases. If someone came from the New York office, preferably a man, who was fairminded and who had some authority to speak for our Unit, and who could stay long enough to sense the situation and to give fair hearings, I believe the situation could be cleared up. As it is now, they see only an inexperienced woman whom they blame personally for taking away the property which they feel should continue to be theirs.

Since Miss Gladfelter's visit last spring, I have made a continuous effort to clear our land of extinct leases, or rather of buildings standing on those lots. Since I was assured that you would come not later than May, I made a special effort to carry through on the Brown, Nigh, and McGehee leases, even though I knew there would be unpleasantness, especially with the Nighs. Early in April, after consulting with Mr. Boochever in Mr. Faulkner's office, I went to the Nigh home in Juneau to ask them where they would like their furniture stored since we expected to sell and remove the house from our property and I hated to dispose of their personal belongings. It was a very unpleasant interview with threats and demands on their part, and no answer to my question. They asked that I wait until June before taking action, but I felt that would only prolong the trouble, and that it would be better to have the land cleared and not take your time to clear away buildings when I was assured by Mr. Boochever that what I was doing was legal and right. However, I did count very strongly on having you here to back me up before the Nighs came back to Haines for the summer. I had tried to reassure Mr. David Hotch, a strong leader among the Natives in Klukwan and a very touchy person, who holds the lease next door to the Nigh one, and whose

lease expires this coming November, that he would have a fair hearing this spring. The same was true of Mrs. Warren who also came in to see about her lease which runs until 1949. Now I shall have to put them off again until October. But with Mr. Nigh that is not possible. They came back to Haines yesterday, and came to my office last night with all sorts of accusations and threats, saying that I personally am to blame for their losses, and must personally pay them. They claimed that beside my unfair treatment that they had written to the New York office and had had their letters ignored. Some of the staff, who heard the interview from the next room, feared that they might do me bodily harm, but knowing Mr. Nigh's past record in Haines, I think the whole thing is mostly bluff. However, I did promise to write again to you stating their case, and gave them Miss Gladfelter's address. So to this extent, I would like your advice: I felt and still feel badly about having to remove their personal belongings, though the house had already been broken into, and was the most unsightly mess I have ever seen, having very evidently been used as a hang out for drinking and whatnot. We burned all the old clothing and several truck loads of trash, but most of the furniture is stored in our church basement, and if you think it all right, I would like to make it possible for them to get that even though I know it will not satisfy them. I am much more deeply concerned with the implications of this in relation to the Tlingit tribe and the work of our church here, and so plead that something be done sooner than October if possible, to clarify our relations with the whole group.

I am sending a wire asking for backing in this matter partly because I would like people there to be reminded of the situation here when the Board meets on the 24th. No executive deserves to be hung out on a limb as Mrs. Maurstad and I have been for the last three years on the matter of these leases, if you will forgive my impertinence in saying so.

Very sincerely yours,

Isabel Miller

Isabel Miller

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

June 22, 1948

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

I am enclosing two letters to Mr. Tribus, both the one which I used up all forenoon and most of my ire on and the other which states my immediate business more calmly and briefly. I think you will feel it wise only to give him the latter, but hope that you can convey orally a little of the feeling in the other, at least enough to bring some action before October.

I am upset and annoyed to have to spend so much of my time on this unpleasant business of real estate but I am willing to take the local criticism and give the time to it, if I can be assured that what I am doing is right and not causing more harm than good to the total work of our church here. I have felt all along that the Native claims were being taken too lightly and that to ignore them was bad policy, but there seemed to be nothing I could do about so big a question. I would like to deal with our tenants and others just as persons, using a legal basis, and going beyond that to fair Christian treatment, but I realize that when the individuals are members of a sensitive minority group who are being stirred up by too many lawyers that questions get beyond the individuals involved, and I feel very helpless and worried for fear I am harming the very cause which I wish to help.

Doubtless I have been rash and hasty in some of my dealings, but I have tried to accomplish the things which have been requested of me by the New York office with the advice of the lawyers in Juneau, who I realize are not specially sympathetic to the Natives, and have taken definite steps against tenants only when I felt I was forced to.

I hope Dr. Jackman will be able to give some light on the subject. I was sorry not to be able to spend more time with him and the committee who were here, but I felt that a still more valuable thing for them to do was to try to find out a little more from the Native leaders, who are causing the stir, just what would be fair, if they can. I am most concerned that we have a better understanding with Mr. Wanamaker who is to come as lay worker to Klukwan this fall. I feel badly that the Native leaders do not trust me and go over my head to Dr. Jackman and others without ever hearing our version of the question, but I guess my pride can take it if only some basis of understanding can be reached.

I am sorry to be so inadequate to the situation.

Very sincerely yours,

Isabel Miller

Isabel Miller

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM

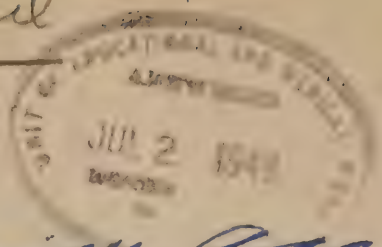
RE:

DATE June 30, 1948

From Mr. John M. Steinmuller's letter of March 19, 1948 to Miss Isabel Miller:

"I am writing this letter to inform you that we have just received from Faulkner, Banfield and Boochever a release which has been signed by Mrs. J. W. Brown and delivered to Mr. Boochever upon receipt of our check for $25.00. This now leaves only the Nigh matter to be disposed of, as far as native leases are concerned."

Registered Air Mail



Haines Alaska.
June 28 - 1948

Miss Katharine E Gladfelter
156 fifth ave
New york 11,
N. y.

Dear Miss Gladfelter.

I am writing you again towerning our propuity that was in Haines.

We have tryed several time to contact you but to this day have recived no reply nor has our mail been returned. either they have not reached you or have been Ignored I hope not the latter.

Now that it is two late to do any thing about the house that was sitting on your propuity. to save the House and buy the lot which we offered to do in our previous letters trying to contact you. also your Represenitive here in Haines has willfully

disgusted our letter and wishes
when we talked to her.

we asked her to let the house
and belongings remain until we
could return in June of this year
that which we have did, also
with the intentions of doing some
thing with our belongings and
the house.

Also we wish to say that we
were in Haines all last Summer and
your representive was past our place
many times and never made no
effort to stop and see us concerning
the property of ours, but after two
weeks after we returned to Juneau
we received a letter from her giving
us ten days to dispose of our house
and personal things at that time we
notified her we would return in
June the following spring and
would send to the sale at that
time but she has not giving us this
Chance.

Now since all our personal things has been distroyed or given away as she has already told us.

we feel that restitution on your part must be made for the loss of the house and personal belongings and the injury the church has done us.

unless immediately by return mail make full coverage of the great loss and disgrace you have given us we will file suit in district court at once.

signed Mrs W.E. Nigh

P.S. Mrs. W.E. Nigh formly known as Mrs. John Affott

Mrs W.E. Nigh
Haines
Alaska

June 30, 1948

PERSONAL
VIA AIR MAIL

My dear Miss Miller:

This is a personal off the record letter to comment on the statement in your letter of June 22 to Mr. Tribus that the Nigh and other Native leases are being made an issue of the whole Thlingit tribe. This was news to me so I inquired as to what information Dr. Jackman and Mr. Tribus' office had along this line and was very much surprised to find that certain correspondence had come in and contacts made which had never been reported to this office. Dr. Jackman has now promised copies of the correspondence so we should be in a better position shortly to understand some of the wider implications of the situation in which you have become involved.

Unfortunately for you, you have been asked to act in what is the culmination of efforts of several years standing to get the leases cleared up. As I said this morning, the Board has not always been consistent in its handling of these and you, as our local representative, are now paying the penalty. We regret this for you personally very much but remember that we do not hold you responsible since you have been simply carrying out instructions from 156.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEG:ebm

June 30, 1948

VIA AIR MAIL

My dear Miss Miller:

Mr. Tribus left the office last Friday for his vacation before I was able to take up with him your letters of June 22. Dr. Jackman, Mr. Steinmuller and I have, however, just had a good conference in which we had a thorough discussion of the situation in which you find yourself and what the Board can do to ease it and to back you up.

Mr. Steinmuller was inclined to stand on the legality of all that has been done in relation to the Native leases. Dr. Jackman and I both feel as you do, that there are emotional factors involved which are fully as important as the legal aspects and that we must, therefore, not only recognize these but if possible relieve existing tensions.

A first step would be to let the Nighs have the furniture which was removed from their house and is now stored in the church basement. We are all agreed that the furniture should be released and recommend that you notify Mr. and Mrs. High to pick it up within a definite period, say by September 15 the end of the fishing season. Perhaps this notification should be in writing with a copy of your letter sent to this office.

Beyond the release of the furniture, do you feel that any compensation would be advisable? We did make small payments to Mrs. Brown and Mrs. Warren even though this was not legally necessary. Would something similar be advisable for the Nighs? We suggest that you take up this question with Mr. Fox and then let us have your joint judgment.

Relative to getting a better understanding with Mr. Wanamaker before he goes as lay worker to Klukwan this fall, it was agreed that Dr. Jackman, who has a good relationship with him, should draft a letter to him on the basis of a statement to be supplied by the Treasury. This statement would cover the legal background for the Haines leases and also what adjustments the Board has made over and beyond strict legal requirements. When the draft of this letter is ready copies will be sent to you and to Mr. Fox for your suggestions before the letter is put into final shape and mailed to Mr. Wanamaker. This will give you and Mr. Fox a chance to eliminate, add or reword in order to make the letter of the greatest possible usefulness in the local situation.

You mentioned in your letter to this office and also that to Mr. Tribus that the Nighs had complained that their letters to the New York office were never answered. Neither the Treasury nor this office has received any communications from them at any time. Dr. Jackman stated that he too has received none unless the Nighs were referring to steps taken through the Indian Congress.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

MissIsabel Miller
Haines House
Haines, Alaska
KEG:ebm

Mr. Steinmuller
Miss Gladfelter

July 2, 1948

Attached is a letter from Mrs. W. E. High of Haines which has just come in by registered air mail. An answer should be sent this afternoon so I shall appreciate it if you will read this and then telephone me as soon as possible.

Katharine E. Gladfelter

K.E.G:ebm
Att.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Mr. Steinmuller
FROM Miss Gladfelter
RE:

DATE July 2, 1948

Attached is a letter from Mrs. W. E. High of Haines which has just come in by registered air mail. An answer should be sent this afternoon so I shall appreciate it if you will read this and then telephone me as soon as possible.

K. E. G.m

Katharine E. Gladfelter

KEG:ebm
Att.

In your letter you have threatened to commence suit in the District Court if we do not make immediate settlement of your alleged claim. We wish to advise, that as in every instance, we have consulted with our Alaskan attorneys as to the legal rights of both yourself and this Board. Our attorneys have advised us that upon termination of the written lease, you ceased to become our tenant and your rights in and to the property expired. Our attorneys have further advised us that your failure to remove both the building and the articles of personal property such as furniture, etc., within a reasonable time after the expiration of the written lease constituted an abandonment of all this property by you. The building and furniture then became the property of this Board. Since our attorneys have advised us that in the eyes of the law, whether or not you intended to do so, you actually gave up your property, we have endeavored to dispose of it in such a manner as to cause this Board a minimum of inconvenience and expense.

Charge to the account of _____ $_____

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

July 7, 1948

MISS ISABEL MILLER
HAINES HOUSE
HAINES, ALASKA

PLEASE WIRE ANSWER PARAGRAPH FOUR LETTER THIRTIETH.

Katharine E. Gladfelter

KEG:ebm

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

.OA28

1948 JUL 7 PM 11 24

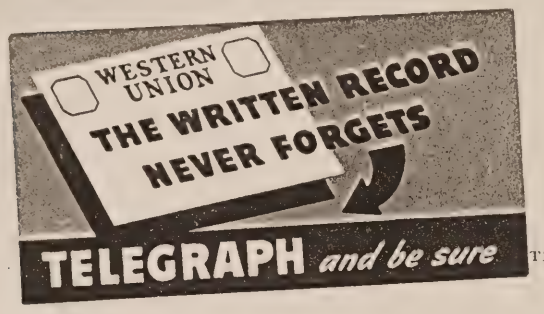
O.SEA1105 23 NL COLLECT=HAINES ALASKA 7=

MISS KATHARINE E GLADFELTER=

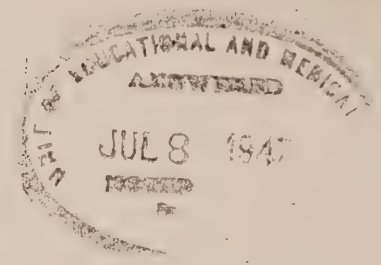
7-38 156 FIFTH AVE NYK= 5206

:YES TO FURNITURE NO TO MONEY PAYMENT WE RECEIVED NO MONEY FOR THE BUILDING AND HAD MUCH WORK CLEARING IT OF JUNK=

ISABEL MILLER=..



TE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE



INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

JUL 8 1948

TO Dr. Jackman
FROM Miss Gladfelter
RE:

DATE July 8, 1948

RUSH

Any comments you may have on the attached draft of a letter to Mrs. Nigh of Haines will be welcome. I am attaching the letter from her to which it is a reply and also a telegram from Miss Miller which answers paragraph four of my letter of June 30, also attached. I wired Miss Miller to ask for her answers to the questions in this paragraph since it seemed as though we should have them before attempting to write Mrs. Nigh.

K. E. G.m

Katharine E. Gladfelter

KEG:ebm
Atts.

O.K. for me. - a good letter.
C. E. Jackman.

Dr. Jackman
Miss Gladfelter

July 8, 1948

RUSH

Any comments you may have on the attached draft of a letter to Mrs. Nigh of Haines will be welcome. I am attaching the letter from her to which it is a reply and also a telegram from Miss Miller which answers paragraph four of my letter of June 30, also attached. I wired Miss Miller to ask for her answers to the questions in this paragraph since it seemed as though we should have them before attempting to write Mrs. Nigh.

Katherine E. Gladfelter

KEG:ebm
Atts.

INTER-OFFICE CORRESPONDENCE

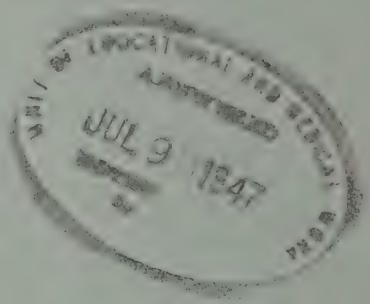
BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM J. M. Steinmuller **DATE** July 9, 1948
RE:

Your letter of 7/8/48 to Mrs. Nigh, Haines, Alaska, appears to be a proper answer. I trust it will serve to pacify Mrs. Nigh.

JMS/AWM

J. M. Steinmuller



Mr. Steinmuller
Miss Gladfelter

July 8, 1948

RUSH

How is the attached for a letter to Mrs. High? Before putting this in shape I wired Miss Miller to follow up my letter of June 30, a copy of which was sent you, and to ask for her answers to the questions in paragraph four. Her reply was as follows:

> "Yes to furniture, no to money payment. We received no money for the building and had much work clearing it of junk."

Katharine E. Gladfelter

KEG:ebm

Mr. Steinmuller telephoned his approval & promised a written O.K. to follow. K. E. G.

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York 10, N.Y.

July 8, 1948

VIA AIR MAIL

Mrs. W. E. High
Haines, Alaska

My dear Mrs. High:

Your letter of June 28 sent by registered air mail has reached us safely and been shared with Dr. Jackman, who is in charge of our church work in Alaska, and with the lawyer in the Treasury who is advising us on legal questions while Mr. Tribus is on his vacation. We are all surprised to learn that you have tried to contact us previously as this letter is the first from you which has reached any of our three offices. Any other communications which you have sent must, therefore, have been lost in the mail.

You have written that our representative in Haines has willfully ignored your letter and wishes relative to the house which stood on the lot leased from the Board. In fairness to Miss Miller you should know that she has not acted individually at any time but only after consultation with and instructions from our lawyers in Juneau or the Board. She has also kept us fully informed of her contacts with you so we have just reviewed her letters of the past year and find that she has reported as follows.

In May 1947, looking forward to the fact that your lease would terminate the following October, Miss Miller wrote to give you advance notice that the Board did not expect to renew the leases in Block 2. The next month, June, when you visited the dispensary at Haines House Miss Miller thought that you were there to see her about this letter. She learned, however, that you had come to have a burn treated and that you apparently had not received the letter so she did not detain you but asked that you stop in to see her as soon as possible. We understand that you were at the dispensary several times following this visit but did not attempt to see her before you left Haines.

In November after your lease had run out, Miss Miller wrote you again to give you a formal notice to take steps to remove your house from the lot within the next ten days. She explained that our lawyers in Juneau had told her that this was the legal procedure to follow and that in case you did not remove the building it would revert to the owner of the land.

Five months later in April 1948 when the house had not been moved, Miss Miller, again after consulting the lawyers in Juneau, visited your home

personally to ask where you would like your furniture stored since the Board was urging her to clear up the leases and she felt it necessary to remove the house. Miss Miller in reporting this visit wrote that you asked that the action be delayed until June but that she felt this would only prolong the difficulty. She, therefore, removed the house and since you had given no directions about the furniture, stored it in the basement of the church.

You have written that you will commence suit in the District Court if we do not make immediate settlement of your alleged claim for the loss of the house and personal belongings. As I have explained above, however, our lawyers in Alaska have advised us that your failure to remove both the building and articles of personal property, such as furniture, etc., within a reasonable time after the expiration of the written lease, constituted an abandonment of all such property and it then became the property of the Board.

There was no value to the house and to much of the contents as we understand that the house had already been broken into and had evidently been used as a hangout for drinking and was in a deplorable condition. Only the furniture was worth salvaging and while this was legally no longer your property, we had already written Miss Miller before your letter was received to approve her suggestion that it be turned over to you. You have probably, therefore, heard from her by now.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

KEGrahm

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York 10, N.Y.

July 8, 1948

VIA AIR MAIL

Mrs. W. E. High
Haines, Alaska

My dear Mrs. High:

Your letter of June 28 sent by registered air mail has reached us safely and been shared with Dr. Jackman, who is in charge of our church work in Alaska, and with the lawyer in the Treasury who is advising us on legal questions while Mr. Tribus is on his vacation. We are all surprised to learn that you have tried to contact us previously as this letter is the first from you which has reached any of our three offices. Any other communications which you have sent must, therefore, have been lost in the mail.

You have written that our representative in Haines has willfully ignored your letter and wishes relative to the house which stood on the lot leased from the Board. In fairness to Miss Miller you should know that she has not acted individually at any time but only after consultation with and instructions from our lawyers in Juneau or the Board. She has also kept us fully informed of her contacts with you so we have just reviewed her letters of the past year and find that she has reported as follows.

In May 1947, looking forward to the fact that your lease would terminate the following October, Miss Miller wrote to give you advance notice that the Board did not expect to renew the leases in Block 2. The next month, June, when you visited the dispensary at Haines House Miss Miller thought that you were there to see her about this letter. She learned, however, that you had come to have a burn treated and that you apparently had not received the letter so she did not detain you but asked that you stop in to see her as soon as possible. We understand that you were at the dispensary several times following this visit but did not attempt to see her before you left Haines.

In November after your lease had run out, Miss Miller wrote you again to give you a formal notice to take steps to remove your house from the lot within the next ten days. She explained that our lawyers in Juneau had told her that this was the legal procedure to follow and that in case you did not remove the building it would revert to the owner of the land.

Five months later in April 1948 when the house had not been moved, Miss Miller, again after consulting the lawyers in Juneau, visited your home

personally to ask where you would like your furniture stored since the Board was urging her to clear up the leases and she felt it necessary to remove the house. Miss Miller in reporting this visit wrote that you asked that the action be delayed until June but that she felt this would only prolong the difficulty. She, therefore, removed the house and since you had given no directions about the furniture, stored it in the basement of the church.

You have written that you will commence suit in the District Court if we do not make immediate settlement of your alleged claim for the loss of the house and personal belongings. As I have explained above, however, our lawyers in Alaska have advised us that your failure to remove both the building and articles of personal property, such as furniture, etc., within a reasonable time after the expiration of the written lease, constituted an abandonment of all such property and it then became the property of the Board.

There was no value to the house and to much of the contents as we understand that the house had already been broken into and had evidently been used as a hangout for drinking and was in a deplorable condition. Only the furniture was worth salvaging and while this was legally no longer your property, we had already written Miss Miller before your letter was received to approve her suggestion that it be turned over to you. You have probably, therefore, heard from her by now.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

KEG:ebm

July 8, 1948

VIA AIR MAIL

Mrs. W. E. High
Haines, Alaska

My dear Mrs. High:

Your letter of June 28 sent by registered air mail has reached us safely and been shared with Dr. Jackman, who is in charge of our church work in Alaska, and with the lawyer in the Treasury who is advising us on legal questions while Mr. Tribus is on his vacation. We are all surprised to learn that you have tried to contact us previously as this letter is the first from you which has reached any of our three offices. Any other communications which you have sent must, therefore, have been lost in the mail.

You have written that our representative in Haines has willfully ignored your letter and wishes relative to the house which stood on the lot leased from the Board. In fairness to Miss Miller you should know that she has not acted individually at any time but only after consultation with and instructions from our lawyers in Juneau or the Board. She has also kept us fully informed of her contacts with you so we have just reviewed her letters of the past year and find that she has reported as follows.

In May 1947, looking forward to the fact that your lease would terminate the following October, Miss Miller wrote to give you advance notice that the Board did not expect to renew the leases in Block 2. The next month, June, when you visited the dispensary at Haines House Miss Miller thought that you were there to see her about this letter. She learned, however, that you had come to have a burn treated and that you apparently had not received the letter so she did not detain you but asked that you stop in to see her as soon as possible. We understand that you were at the dispensary several times following this visit but did not attempt to see her before you left Haines.

In November after your lease had run out, Miss Miller wrote you again to give you a formal notice to take steps to remove your house from the lot within the next ten days. She explained that our lawyers in Juneau had told her that this was the legal procedure to follow and that in case you did not remove the building it would revert to the owner of the land.

Five months later in April 1948 when the house had not been moved, Miss Miller, again after consulting the lawyers in Juneau, visited your home

personally to ask where you would like your furniture stored since the Board was urging her to clear up the leases and she felt it necessary to remove the house. Miss Miller in reporting this visit wrote that you asked that the action be delayed until June but that she felt this would only prolong the difficulty. She, therefore, removed the house and since you had given no directions about the furniture, stored it in the basement of the church.

You have written that you will commence suit in the District Court if we do not make immediate settlement of your alleged claim for the loss of the house and personal belongings. As I have explained above, however, our lawyers in Alaska have advised us that your failure to remove both the building and articles of personal property, such as furniture, etc., within a reasonable time after the expiration of the written lease, constituted an abandonment of all such property and it then became the property of the Board.

There was no value to the house and to much of the contents as we understand that the house had already been broken into and had evidently been used as a hangout for drinking and was in a deplorable condition. Only the furniture was worth salvaging and while this was legally no longer your property, we had already written Miss Miller before your letter was received to approve her suggestion that it be turned over to you. You have probably, therefore, heard from her by now.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

KEG:ebm

July 13, 1948

My dear Miss Miller:

I am sorry that I confused you by the reference in my recent letter in regard to payments to Mrs. Brown and to Mrs. Warren. You were prefectly right in pointing out that a payment was made to Mrs. Brown only and that Mrs. Warren's lease is still in effect.

Very sincerely yours,

Katharine E. Cladfelter
Secretary, Unit of Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEC:lhc

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

July 7, 1948

UNIT OF EDUCATIONAL AND MEDICAL
ANSWERED
JUL 12 1947

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

I trust that our answer to your wire today was satisfactory. Both Mr. Fox and I feel that there is nothing to be gained by giving the Nighs money for their property unless you feel there is value in having a definite release signed before a lawyer. In the case of Mrs. Brown, we had received some money for the house, while in this case, we got no money bids except one for $10.00 from Mr. McGehee which considering his poor record in removing the other two buildings, I felt not worth considering. Mr. Forest Young agreed to remove the building and the surrounding trash for the building but felt that it was not worth additional cash. Since he had the equipment for removing the building and since I felt he would keep his word, I gave hime the job, and he carried through very well on his agreement. We had already spent the better part of one day hauling trash from in and around the building to the dump. We did get some large timbers from under the building which we hope to use in building our root cellar, but otherwise we have reaped no gain from the deal.

We shall, however, notify them that they can come and get their furniture, and send you a copy of the letter. Mr. Fox and I have not decided yet just how to word it.

I do not understand your statement about paying Mrs. Warren. I was not aware that any settlement was due her since her lease is still good and she is at present living in the house. I know you suggested paying her in your letter of March 10th, but in my answer of the 15th I thought it was clear that the property she and Mr. Peck were protesting about was really the Brown house for which we had already made settlement.

Mr. Fox and I shall be glad to help in anyway that we can with the letter to Mr. Wanamaker, and appreciate having this effort made to clarify the matter with him.

Very sincerely yours,

Isabel Miller

Isabel Miller

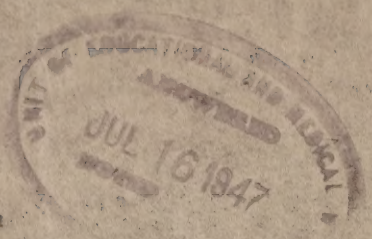
Mr. Steinmuller and Mr. Jackman
Miss Gladfelter

July 16, 1948

The attached copy of the letter from Miss Miller to Mrs. High will keep you posted on the carrying out of the decisions reached in our recent conversation. As you see, Miss Miller is turning over the furniture removed from the house as we recommended.

Secretary, Unit of Educational and Medical Work

KWG:cp



July 12, 1948

Mrs. William Nigh
Haines, Alaska

My dear Mrs. Nigh:

As you have already learned from Miss Gladfelter, we now have permission to return such of your furniture as we have stored in the basement of the church. As far as I know, the kitchen stove and davenport are still in the house, and it will be necessary for you to see Mr. Forest Young about removing them.

Please let Mr. Fox or me know the day before you plan to come for the furniture so that we can arrange to help you remove it from the church. Any furniture left on our premises after the 10th of September, we shall consider no longer available to you.

I am sorry to have been a party to this unpleasant situation, and I trust that my position in the matter has been made more clear by Miss Galdfelter's letter to you.

Very sincerely yours,

Isabel Miller

Isabel Miller

Copy for Miss Gladfelter

Mr. Tribus

Katharine E. Gladfelter

September 9, 1948

To keep your files relative to Haines up-to-date here are excerpts from Miss Miller's Monthly Report relative to the Nighs and the furniture which we offered to turn over to them from the house on our property which was torn down.

" Aug. 10: Nighs caled to insist again that furniture be returned to their cabin along the river, and if not they would come for it the next day at 10:00. Ministers helped to set it outside the church that evening."

"August 11: Nighs came for furniture and complained about the pieces which were missing (some still in the house which the Youngs had moved and that they were able to get, other things were in such poor condition that they had been taken to the town dump)."

Katharine E. Gladfelter
Secretary, Unit of Educational
and Medical Work

KEG:lhc